UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNIVERSAL CITY STUDIOS, INC., Plaintiff, -against- NINTENDO CO. LTD. and NINTENDO OF AMERICA, INC., Defendants.	:	82 Civ. 4259 (RWS) PLAINTIFF'S SECOND SUPPLEMENTAL RESPONSES TO THE FIRST SET OF INTERROGATORIES AND FIRST REQUEST FOR PRODUCTION BY DEFENDANT NINTENDO OF AMERICA, INC.

Pursuant to Fed. R. Civ. P. 26(e), plaintiff Universal City Studios, Inc. ("Universal") by its attorneys, Townley & Updike, further supplements its responses to the First Set of Interrogatories and Request for Production by defendant Nintendo of America, Inc. as follows:

Interrogatory No. 3

State whether any applications have been filed by Universal or its licensees for trademark or service mark registrations in connection with the name, character or story of King Kong. If so, identify the date of the applications, the products registered, and the disposition of the application. Identify all documents that refer or relate to such applications.

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Second Supplemental Response to Interrogatory No. 3

Documents relating to the filing and acceptance of a Combined Affidavit of Use and Incontestibility with respect to Registration No. 1,076,514 for the mark KING KONG, are contained in Second Supplemental Document Folder 3.

Interrogatory No. 7

Indentify all licensees of the name, character, or story of King Kong. With respect to each licensee identify:

(a) the licensing agreement, the licensor, the date of the licensing agreement, and the licensee's last known address;

(b) the product or service with which the name, character or story of King Kong is associated;

(c) when and for how long the licensee marketed the product or service to which the name, character or story of King Kong was associated;

(d) the area in which the product or service was marketed and a description of how the product or service was sold; and

(e) the revenues derived from each license.

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Second Supplemental Response to Interrogatory No. 7

(a) Additional licensees of Universal are:

1. National Electronics & Watch Co. Ltd., the licensor being Merchandising Corporation of America.

2. Transamerica Corp., the licensor being Merchandising Corp. of America.

Copies of the licensing agreements relating to the above licensees are contained in Second Supplemental Document Folder 7.

In addition, Universal has entered into a covenant-not-to-sue with Ruby-Spears Enterprises, Inc. in exchange for revenues generated by Universal's distribution of Ruby-Spears' television programs based upon "Donkey Kong." A copy of the agreement between Ruby-Spears and Universal is also contained in Second Supplemental Document Folder 7.

(e) documents reflecting revenues derived from the above agreements are contained in the response to Interrogatory No. 1 and in Folders 2 and 3 of Plaintiff's Responses to Defendants' Fourth Set of Interrogatories and in Second Supplemental Document Folder 13 to Defendant's First Set of Interrogatories. In addition, Universal has received $1,000 from Robert Keith & Co., Inc. (See Universal's First